

Work Session May 20, 2003

There Montgomery County Board of Commissioner met in a work session on Tuesday, May 20, 2003 at 4:00 p.m. A full board was present. *Chairman Maness called the meeting to order and the following was heard:*

Redistricting Plan

Attorney Michael Crowell was present to discuss the compromise that was agreed upon on the redistricting plan. He said the board will need to vote on this plan at the next regular meeting (which is June 3). Mr. Crowell said this new plan has come as close to meeting everyone's needs as any will. He said he was going to go over the features of the plan and why he thinks it is good for the board to go ahead with this plan.

Mr. Crowell said this plan is a five-member board, three districts and two at large. He said the districts consists of more whole precincts and divides the county less and the voters will understand this plan more.

He said District 3 almost has a majority of African Americans. Every voter will vote for the same amount of board members and will vote for a majority of the board.

Mr. Crowell said the two at large seats increases the odds of a minority being elected. He said the three districts will be elected together and the two at large seats will be elected together, but in a different year. He said every two years people will get to vote.

Mr. Crowell said the reasons for recommending this to the board is it is a reasonably good elections plan, it appears to meet the needs of the county, and you get to choose the plan. If you did not agree the judge would decide. He said it seems unlikely to go back to the old plan to the all at large.

He said if the board agrees to this plan and puts it into effect it would bring an end to the litigation and he believes the judge will approve. Mr. Crowell said the board could have chosen to discuss this in closed session, but chose to discuss this in open session, which he said is commendable.

Commissioner Knight, who was appointed along with Chairman Maness to look into this issue, said this is the best we could do, he said I think the judge was pleased we were working on our own. Mr. Knight said Chairman Maness and I have worked hard on this.

Chairman Maness echoed Commissioner Knight's comments. He said there were some things I wanted and some things he wanted, but we compromised.

The board agreed to vote on the redistricting issue on June 3, 2003.

Cable Franchise Ordinance

Mr. David Harris with the Piedmont Triad Council of Governments was present to discuss the franchise agreement with Uwharrie Cable.

(Mr. Harris sent a letter to the board prior to the meeting that stated: he examined the cable television related files in Montgomery County and has been in contact with Uwharrie

Communications concerning the renewal of the franchise agreement with the County. He said it appears that Tarheel Cable established a franchise with the County in late 1987 for a period of 15 years. The county and Time Warner were at an impasse in 1999/2000 concerning a cable matter. The county asked him to assist in the resolution of the problem and the problem was resolved. Mr. Harris said at about the same time Tarheel reorganized and the franchise was changed to Uwharrie Communications on April 4, 2000. At that time the County Manager asked Uwharrie to look at a renewal in 2001. It is my belief that a franchise was prepared by Uwharrie but the circumstances of Uwharrie reorganization and changing of County Managers let this matter slip to a rear burner at Uwharrie. He said by happenstance I was reviewing our cable files and ran across the Uwharrie/County file and asked a few questions of your staff and Uwharrie. Suspicions confirmed; so I drafted a franchise renewal, coordinated with Uwharrie and the Clerk to the Board for consideration of adoption.) *Other correspondences and the franchise are as follows:*

BOARD REPORT

Date: March 18, 2003

To: Honorable Chairman and Board of Commissioners Montgomery County

Thru- County Manager

From: David H. Harris, Piedmont Triad Council of Governments

Subject: Adoption of a Cable Television Franchise Agreement

Uwharrie Communications has requested that the cable television franchise agreement with the County of Montgomery be renewed.

The County and Uwharrie are currently working under an agreement mutually agreed upon on or about December 1987. Uwharrie is prepared to renew the franchise agreement upon request of the County.

The Piedmont Triad Council of Governments has reviewed the cable television related documents and found that the County has established a "Montgomery County Cable Television Ordinance," which establishes the rules for doing cable business within the County. The Ordinance provides for:

Exclusive franchise agreements (no longer allowed by federal statutes) State-of-the-art cable system building to 20 homes per mile 15-year term

Customer Service Regulation

Transfer of control and revocation procedures Periodic/special review of the franchise agreement 5% franchise fee paid on a yearly basis

Free cable to public buildings to include schools

The proposed Franchise Renewal Agreement supplements the Ordinance by:

Mandates a non-exclusive franchise (per federal statutes)

Provides payment of franchise fees on a quarterly basis

Provides specific and measurable customer service standards

Emergency use of cable system

Identifies specific service area (Badin Lake)

Uwharrie has agreed to the terms of the attached franchise agreement and as stated in the Agreement has also agreed to comply with the Cable Ordinance and police powers of the County.

RECOMMENDATION:

The Board finds that the renewal of a cable television franchise agreement with Uwharrie Communications has the potential of having great benefit and impact on the citizens of the County. Recommend the Board of Commissioners:

1. Approve, at two regularly scheduled meetings, the Cable Television Franchise Agreement with Uwharrie.
2. Authorize the Chairman to execute the Agreement.

Enclosure: Final Draft of the Cable Television Franchise Agreement

**AN ORDINANCE OF THE COUNTY BOARD OF COMMISSIONERS
OF MONTGOMERY COUNTY
CONSENTING TO THE CABLE TELEVISION FRANCHISE
AGREEMENT BETWEEN MONTGOMERY COUNTY
AND
UWHARRIE COMMUNICATIONS**

WHEREAS, the County of Montgomery (County) has determined that it is in the best interest of the citizens of the County to renew the cable television franchise agreement with Uwharrie Communications; and

WHEREAS, North Carolina General Statute 160A-319 empowers the County to grant a non-exclusive franchise for the operation of a community antenna television system, and to make it unlawful to operate such a system without a franchise; and

WHEREAS, Uwharrie Communications has been found to be financially, legally and technically qualified to continue cable operations within the County; and

WHEREAS, Uwharrie has requested to continue cable operations within the County; and

WHEREAS, the County has recognized the need to regulate, within the provisions of the

Law, the continuation of the service of cable television within the unincorporated areas of the County;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF MONTGOMERY COUNTY THAT THE CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN THE COUNTY AND UWHARRIE COMMUNICATIONS IS APPROVED AS FOLLOWS:

County of Montgomery County

ORDINANCE NO.
FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Montgomery, North Carolina, (hereinafter referred to as "County") and Uwharrie Communications (hereinafter referred to as "Uwharrie" or "Grantee").

SECTION 1. GRANT OF FRANCHISE.

(a) Uwharrie is hereby granted for itself and its successors and assignees, subject to the terms and conditions of this Franchise Agreement, the right, privilege, and authority to construct, operate, maintain, and reconstruct a state-of-the-art cable television system within the streets, alleys, and public ways of the County for the purpose of providing cable television service pursuant to N. C. General Statutes sections 153 a - 46, 153a - 137 and 153a - 154 and other applicable law and including such other services as Uwharrie Communications may legally provide on its cable television system, subject to current and future State, Federal, and Local Laws and other regulations and the payment of any applicable fees, services or other compensation directly or indirectly to the County. Uwharrie Communications shall provide a modem, countywide cable television system to the residents and institutions of the County in accordance with this Franchise. Services to residents will be uniformly available, except for experimental and pilot projects, and per Section 6 of this Franchise Agreement

(b) Nothing in this franchise shall be deemed to waive the various codes and ordinances of the County regarding permits, fees to be paid, or manner of construction

(c) For the purpose of operating and maintaining a cable television system in the County, Uwharrie Communications may erect, in, over, under, or upon, across, and along the public streets, alleys, and ways within the County such wires, cables, fiber optics, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, and other property and equipment as are necessary and appurtenant to the operation of the cable television system in the County and in accordance with this Franchise Agreement and the general provisions of the Montgomery County Cable Television Ordinance ("Ordinance"), dated March 1, 1988, with respect to regulation of the CATV systems in this Franchise Agreement

(d) Franchise non-exclusive. This Franchise Agreement shall not be construed as any limitation upon the right of the County to grant to other persons, rights, privileges, or authorities' equivalent to the rights, privileges, and authorities herein set forth, in the same or other streets, alleys, or other Public Ways or Public Places. The County specifically reserves the right to grant at any time during the term of this Franchise Agreement or renewal thereof, if any, such additional franchises for a cable television system as it deems appropriate.

(e) Conflict. To the extent that any provision of this Franchise Agreement conflicts with the County ordinances or to the extent that any provision of this Franchise Agreement or the County ordinances ---are more restrictive or demanding) the Franchise Agreement shall control.

(f) The Chairman of the County Board of Commissioners or his designated representative is specified by the County as having primary responsibility for the continuing administration of this Franchise Agreement

SECTION 2. RIGHT OF COUNTY TO ISSUE FRANCHISE.

Uwharrie Communications acknowledges and accepts the legal right of the County to issue this franchise; accepts and agrees to the provisions of the Ordinance; recognizes the right of the

County to make reasonable amendments to the Franchise Agreement and Ordinance; and acknowledges that its rights hereunder are subject to the police power of the County to adopt and enforce general ordinances necessary to the safety and welfare of the public, and it agrees to comply with all applicable general laws and ordinances enacted by the County pursuant to such power.

SECTION 3. EFFECTIVE DATE OF THIS FRANCHISE AGREEMENT. The effective date of this franchise shall be the date of adoption.

SECTION 4. FRANCHISE TERM AND RENEWAL.

(a) This Franchise Agreement shall take effect and be in full force from and after the final passage hereof, subject to acceptance by the Uwharrie Communications as provided by the Ordinance and the same shall continue in full force and effect for a period of fifteen (15) years from the effective date of this Franchise Agreement

(b) Should Federal Regulations change, causing significant and necessary modifications of this Franchise Agreement, the County and Uwharrie Communications agree to negotiate necessary additions as an amendment to this Franchise Agreement

SECTION 5. FRANCHISE FEES.

(a) During the term of this Franchise Agreement, the Uwharrie Communications shall pay to the County for use of its streets, Public places, and other facilities, as well as the maintenance, improvements, and supervision thereof, an annual franchise fee in the amount of five (5%) percent of the gross subscriber revenue, as defined in the Ordinance, during the period of its operation under this Franchise Agreement. This payment shall be in addition of any other tax or payment owed to the County by the Uwharrie Communications. Should national legislation regarding maximum franchise fees change; the County may, by adoption of an ordinance restate the franchise fee. Sufficient notice shall be given by the County to the Uwharrie Communications to make necessary announcements to the subscribers and allow time for changes to the billing system.

(b) The franchise fee shall be paid to the County by Uwharrie forty-five days after the end of each reporting quarter (November 15; February 15; May 15; and August 15).

(c) There is no requirement to provide a performance bond.

(d) Audits. The County shall have the right to inspect the Grantee's income records and the right to audit and to re-compute any amounts determined to be payable under this Ordinance. Audits shall be at the expense of the Grantee if the additional amount due is greater than two percent (2 %) of the amount paid. Any additional amount due to the County a result of the audit shall be paid within thirty (30) days following written notice to the Grantee by the County which notice shall include a copy of the audit report.

SECTION 6. SERVICE AREA.

(a) *Service area.* The service area of Uwharrie Communications shall be defined in Appendix B of this Franchise Agreement.

(b) Performance Testing. Uwharrie shall perform all system tests and maintenance procedures as required by the FCC, this Franchise Agreement, the Ordinance, and in accordance with Uwharrie standards of good-operating practices and the National Cable Television Association's test procedures guidelines.

(c) Technical Standards. The cable television system permitted to be operated hereunder shall be installed and operated in conformance with the Ordinance, this Franchise Agreement, and FCC rules and regulations. Any FCC technical standards or guidelines related to the cable television system and facilities shall be deemed to be regulations under this Franchise Agreement and are incorporated by reference. At such time as the FCC does not regulate technical standards, Uwharrie will continue to comply with the Uwharrie Communications standards that were effective prior to such discontinuance of regulation by the FCC.

(d) Employee Identification. Uwharrie Communications shall provide a standard identification document to all employees, including employees of subcontractors, who will be in contact with the Public. Such documents shall include a telephone number that can be used to verify identification. In addition, Uwharrie Communications shall use its best efforts to clearly identify all field personnel, vehicles and other major equipment that are operating under the authority of Uwharrie Communications.

(e) Stereo. Upon completion of the upgrade, the system will have the capability and shall pass Broadcast Television Systems Committee (BTSC) stereo signals or other stereo signals for those broadcast, satellite and locally-originated services which transmit the stereo signals, excepting alphanumeric and news channels.

(f) Digital Signals. Uwharrie Communications agrees to comply with all FCC regulations and requirements for the transmission of broadcast digital television signals on its cable system.

SECTION 7. SYSTEM SERVICES.

(a) Closed Captioning. Uwharrie Communications shall pass through all closed-circuit signals received by the system for the hearing impaired, as required by current laws, rules and regulations.

(b) Customer Service Standards. Uwharrie Communications shall comply with the Customer Service Standards enumerated at Appendix A.

(c) Emergency Use of Cable System; Emergency Alert System (EAS) Uwharrie agrees to furnish emergency alert system as mandated in current FCC regulations, as may be amended from time-to-time. Uwharrie Communications shall provide a video message on all channels or other alerting techniques to hearing impaired and deaf subscribers; an audio message and video interruption on all channels; and a video message on at least one channel to all subscribers.

(d) Service Interruption. Uwharrie Communications agrees to credit a subscriber's monthly bill in a prorated amount for any service that is interrupted for a period of/or exceeding twenty-four hours.

SECTION 8. ENTIRE AGREEMENT.

This agreement and all attachments hereto, as incorporated herein, represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof,

supersede all prior oral negotiations between the parties, and can be amended, supplemented, modified, or changed only by a written document executed by the parties to this Franchise Agreement.

SECTION 9. FORCE MAJEURE.

Notwithstanding any provision of the contrary contained herein, neither the County nor the Uwharrie Communications shall be held liable for or suffer any penalty or detriment for, any failure to comply with any provision of this Franchise Agreement if such failure to comply accrues from any act of God or any other condition not within the reasonable control of such non-complying person; provided, however, that this provision shall not apply to Uwharrie Communication's financial obligations hereunder

SECTION 10. NOTICES.

All notices and other communications hereunder shall be in writing and shall be deemed to have ,---been given on the date of actual delivery, by registered or certified mail, return receipt requested, postage prepaid The address for service of notice to the Uwharrie Communications shall be addressed to Uwharrie Communications, PO Box 2066, Lexington, NC 27292. Notices to the County shall be addressed to the County Clerk, County of Montgomery County, Post Office Box 425, Troy, NC 27371. Either the County or the Uwharrie Communications may, change address to which all notices shall be sent by addressing a notice of such change in the manner provided in this section.

Effective this the 6th day of May 2003, after being introduced and adopted during the two regularly scheduled meetings of April 1, 2003 and May 6, 2003.

FOR THE COUNTY OF MONTGOMERY COUNTY

Ted Blake, Chairman

ATTEST:

Laura Morton, Clerk to the Board

FOR: **UWHARRIE COMMUNICATIONS**

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

BY: _____

DATE: _____

Notary Certification:

SECTION: 7

APPENDIX A

CUSTOMER SERVICE STANDARDS

(a) A cable franchise authority may enforce the customer service standards set forth in section (c) of this rule against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in section (c) of this rule;

(2) A franchising authority from enforcing, through the end of the franchise term, preexisting customer service requirements that exceed the standards set forth in section (c) of this rule and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by, the standards set forth in section (c) of this rule.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability.

The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(ii) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(iii) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(iv) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall

be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(v) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(vi) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(vii) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during, normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time, which is convenient for the customer.

(3) Communications between cable operators and cable subscribers.

(i) Refunds. Refund checks will be issued promptly, but no later than either:

a. The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

b. The return of the equipment supplied by the cable operator if service is terminated.

Credits. Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions.

Normal Business Hours. The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal Operating Conditions. The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service Interruption. The term "service interruption" means the loss of picture or sound on one or more cable channels.

Mr. Harris discussed the proposed franchise agreement with Uwharrie Cable (Uwharrie Cable used to be Tarheel Cable). They serve the Northwest corner of the county (Uwharrie Pointe area).

The board instructed Mr. Matthews to survey residents of Montgomery County who use this cable franchise and also to talk with County Attorney Russ Hollers.

Secondary Road Plan

Mr. Harold Matthews, Maintenance Engineer and Mr. Kevin Hedrick, District Engineer from the N.C. Department of Transportation were present to discuss the transportation plan for the upcoming year and to present a resolution in support of this plan. Mr. Matthews and Mr. Hedrick went through the plan and answered questions the board had. Commissioner Bostic asked why do you come to us to approve the plan if we can't change the listing? Mr. Hedrick said we can't spend the money without a resolution.

Commissioner Bostic said we hear people say that you can't do anything to improve the roads in a development is that true? Mr. Hedrick said yes if they are private roads. He said the developer is required to maintain. If it is a public road and the developer wants us to take it over, he is required to pave the road to state standards before we will take over.

Mr. Hedrick talked about the law and requirements for paving. He said each case is different. If we can prove the road was in existence before 1975, we probably can take over the road.

Commissioner Knight was concerned about roads that older people live on because ambulances have a hard time getting to them. He said the people are stuck. What are we going to do about it? Mr. Hedrick said there is nothing the state can do.

The plan is as follows:

MONTGOMERY COUNTY SECONDARY IMPROVEMENT PROGRAM HIGHWAY FUNDS 2003 - 2004

FUNDS:	2003-2004 Proposed Allocation	\$754,753
	Unallocated Highway Funds	444,981
	Funds needed to complete work in progress	<u>150,000</u>
	TOTAL AVAILABLE	\$1,049,734

PROGRAM ELEMENTS:

1. Paving of unpaved roads down the priority list as right of way and funds allow, approximately \$710,000

Map #1 - Priority #6F Rural - SR 1304 (Grissom Road) - Grade, drain, base, pave and erosion control from SR 1305 to SR 1134 - 0.60 miles \$110,000

Map #2 - Priority #1 I Rural - SR 1563 (Loving Hill Road) - Grade, drain, base, pave and erosion control from end of pavement to NC 731 - 5.50 miles (partial funding) \$200,000

Map #3 - Priority # 1 3 Rural - SR 1539 (Poole Farm Road) - Grade, drain, base, pave and erosion control from NC 731 to county line - 2.40 miles \$400,000

II. Widen Paved Roads, approximately \$110,000

Map # 4 - Widen SR 1363 from 16' to 20' from US 220A to SR 1364 - 2.6 miles \$110,000

III. Maintenance reserve for spot stabilization, paved road improvements, replace small bridges with pipe, or safety projects \$85,033

IV. Retain approximately 14% of available funds for road additions, property owner participation paving, volunteer fire department and rescue squad driveways, old subdivision improvement program, overruns, countywide surveys and right of way Acquisition \$144,701

NOTE: PROGRAM SUBJECT TO AVAILABILITY OF FUNDING, RIGHT OF WAY AND ENVIRONMENTAL REVIEW.

Should right of way become available on any roads which have been skipped because right of way was previously not available (see Hold List Attachment), priority will be given to finding and scheduling the previously skipped roads.

MONTGOMERY COUNTY
SECONDARY IMPROVEMENT PROGRAM
TRUST FUNDS
2003 - 2004

FUNDS:	2003-2004 Proposed Allocation	\$619,202
	Unallocated Trust Funds	25,710
	Funds needed to complete work in progress	100,000
	TOTAL AVAILABLE	\$544,912

PROGRAM ELEMENTS:

1. Paving of unpaved roads down the priority list as right of way and funds allow, approximately \$420,000

Map #5 - Priority #8F Rural - SR 1113 (McRae Road) - Grade, drain, base, pave and erosion control from SR 1111 to begin pavement - 0.30 miles \$50,000

Map #6 - Priority #9F Rural - SR 1568 (Blake Loop Road) - Grade, drain, base, pave and erosion control from SR 1565 to begin pavement - 0.30 miles \$50,000

Map #7 - Priority #10F Rural - SR 1111C (Fairview Farm Road) - Grade, drain, base, pave and erosion control from SR NC 73 to SR 1113 - 0.60 miles \$100,000

Map #8 - Priority #12 Rural - SR 1561 (Gold Mine Road) - Grade, drain, base, pave and erosion control from SR 1519 to end - 1.30 miles \$220,000

II. Maintenance reserve for spot stabilization, paved road improvements, replace small bridges with pipe, or safety projects \$73,679

III. Retain approximately 10% of available funds for road additions, property owner participation paving, volunteer fire department and rescue squad driveways, old subdivision improvement program, overruns, county wide surveys and right of way' acquisition \$51,233

NOTE: PROGRAM SUBJECT TO AVAILABILITY OF FUNDING, RIGHT OF WAY AND ENVIRONUENTAL REVIIIEW.

Should right of way become available on any roads which have been skipped because right of way was previously not available (see Hold List Attachment), priority will be given to funding and scheduling the previously skipped roads.

Year 2001 Rating Unpaved Secondary Roads

1300	1F	N	BLAINE ROAD	2.20				
1129	2F	N	ROPER GROVE C	2.50				
1543A	3F	N	PLEASANT GROV	2.40				
1301	4F	N	LOW WATER BRI	2.10				
1397	5F	N	RAILYARD ROAD	.70				
1304	6F	N	GRISSOM ROAD	.60				
1166	7F	N	WARNER FARM R	2.10				
1113	8F	N	MCRAE ROAD	.30				
1568	9F	N	BLAKE LOOP RO	.30				
1111C	10F	N	FAIRVIEW FARM	.60				
1563	11	N	LOVING HILL R	5.50	2		90	112.2
1561	12	N	GOLD MINE ROA	1.30	10		60	106.2
1539	13	N	POOLE FARM RO	2.40	5	1	60	86.7
1548	14	N	BEANE DRIVE	.50	4		60	84.0
1355	15	N	WILLIAMSON RO	.40	3	1	50	78.0
1149	16	N	LEMONS ROAD	1.00	2	1	35	77.0
1316	17	N	DAVE SUGGS RO	.55	2	1	50	72.0
1309	18	N	HURLEY FARM R	.20			60	70.0
1571	19	N	PLEASANT HILL	.65	1		50	66.0
1566	20	N	LEWIS ROAD	1.00	4	40	64.0	
1111A	21	N	FAIRVIEW FARM	1.50			50	60.0
1538	22	N	RUSH ROAD	1.10	3	40	56.4	
1567	23	N	BOYD ROAD	1.20	3	40	55.0	
1528	24	N	BENNETT ROAD	.50	3		30	48.0
1148	25	N	DENNIS ROAD	.90	4		24	48.0
1322	26	N	PLANTATION CI	.55	1	1	20	46.0

1146	27	N	MOUNT CARMEL	3.30	1		30	41.8
1111	28	N	FAIRVIEW FARM	.80			30	40.0
1305	29	N	THAYER ROAD	.80			20	30.0
1217	30	N	LANES CHAPEL	.16		1 1	5	25.0
1142N	31	N	MOUNT OLIVE C	.27			5	25.0
1214	32	N	BETH HALTIWAN	.77			20	25.0
1120	33	N	STANBACK ROAD	.40	1		8	24.0
1119	34	N	GAINES ROAD	.30	1		6	12.0
1618	35	N	ODESSA ROAD	.41	1		6	12.0
1621B	36	N	NO LOCAL NAME	.08				0.0
1400	37	N	CAGLE FARM RO	.10				0.0
1620	38	N	NO LOCAL NAME	.20				0.0

YEAR - 2001
RATING UNPAVED SECONDARY ROADSHOLD-LIST

1350	1	N	DAN KEARN ROA	1.30
1310	2	N	LOVEJOY ROAD	1.30
1351	3	N	ALLRED'S POST	.30
1144	4	N	STRIDER ROAD	1.80
1352	5	N	MANESS ROAD	.20
1547	6	N	WEBB ROAD	.25
1543B	7	N	PLEASANT GROV	1.18
1508A	8	N	MCCAULEY FARM	.65
1541	9	N	BREWER FARM R	2.00

YEAR - 2001
RATING UNPAVED SECONDARY ROADSSUBDIVISION

1224	1 Y	HOLLY LANE	.05
1202	2 Y	DOGWOOD DRIVE	.11
1634	3 Y	MUNN STREET	.15

County Manager's Report

Mr. Matthews presented the following as his report:

- Appointment of a new jury commissioner. Mr. Ray Ingold who served as a jury commissioner died. Mr. Matthews said there are three jury commissioners and they prepare the jury list. The county appoints one, the clerk of court appoints one, and the judge appoints one.
- Presented a draft letter to the recreation leagues. Commissioners Morris and Corbett and Chairman Maness said we do need justification before funding. Commissioner Knight said if we suspect foul play we don't need to fund.
- Mr. Matthews said that Lonnie Poole, Sr. contacted him wanting the county to make him a tap. Mr. Poole gave the county permission to put the pump station on 109N at Poole's Trailer Park on his property. Commissioner Corbett asked if it was for the park. Commissioner Knight said we need to charge him like everyone else. Chairman Maness asked if it was for the mobile home park or his home. Clerk Laura

Morton said the mobile home park is already hooked to county water. The board agreed to carry this forward to the regular session

- Veterans Memorial – May 25.
- Council on Aging Dedication and Open House – May 27
- Mr. Matthews presented a second copy of the draft budget, which includes a \$500 pay increase for county employees instead of the 2%. He said this draft more \$11,700? revenues than expenditures. Mr. Matthews briefly discussed the insurance bids.

Chairman Maness said the refinancing may do some good. He instructed Mr. Matthews to make the refinancing a priority. Mr. Matthews said the finance officer is working on that.

Budget Work Session

The board set a budget work session for Friday, May 23 from 8:30 until 10:00.

Memo – County Manager son

Mr. Matthews presented the board a memo about his son's upcoming surgery.

Items Carried Forward to the Regular Session

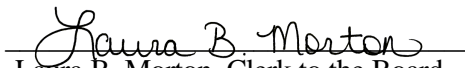
The following items are carried forward to the regular session:

- Secondary Road Plan
- The Tap for Lonnie Poole

There being no further business the meeting was adjourned.


William D. Maness, Chairman




Laura B. Morton, Clerk to the Board